

**AMENDMENT NO. 3 TO THE
IDAHO NATIONAL LABORATORY EMPLOYEE INVESTMENT PLAN
(As Amended and Restated Effective October 1, 2013)**

WHEREAS, Battelle Energy Alliance, LLC and Fluor Idaho, LLC (the foregoing entities are referred to as “Plan Sponsors”) previously adopted the Idaho National Laboratory Employee Investment Plan (the “Plan”); and

WHEREAS, pursuant to Section 13.01 of the Plan, the Plan Sponsors, acting through their respective Boards of Managers, or their authorized delegates, may amend the Plan; and

WHEREAS, the Plan has been operating such that, once a Participant’s Earnings for a Plan Year reach the limitation imposed by Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the “Code”), such Participant’s After-Tax Contributions, 401(k) Deferrals and Roth 401(k) Contributions and associated Company Matching Contributions cease;

WHEREAS, the Plan Sponsors desire to amend the Plan as permitted by the Code to provide that, effective for the Plan Year beginning October 1, 2017, each Participant may: (i) make Participant 401(k) Deferrals and Participant Roth 401(k) Contributions to the Plan in an amount not to exceed the Code Section 401(a)(30) limitation in effect for such Participant’s taxable year, (ii) make Participant After-Tax Contributions and catch-up deferral contributions in an amount not to exceed any applicable Code or Plan limitations; and (iii) receive Company Matching Contributions in accordance with the provisions of the Plan in an annual amount determined on a Plan Year basis not to exceed any applicable Code or Plan limitations, such that the Participant’s contributions (and corresponding Company Matching Contributions) will not be suspended solely due to the Participant’s Earnings reaching the limitation in effect under Code Section 401(a)(17) during the Plan Year; and

WHEREAS, the Plan Sponsors desire to amend the Plan to clarify that the maximum amount of Company Matching Contributions and Company Profit Sharing Contributions shall be determined on the basis of the Plan Year; and

WHEREAS, the Plan Sponsors desire to amend the Plan to limit contributions to the Plan during a period of military leave to differential pay received by the Participant;

NOW, THEREFORE, BE IT RESOLVED, that the Plan be amended as follows effective as of October 1, 2017 unless otherwise stated:

1.

Section 2.30 (definition of “Earnings”) is amended by restating such definition to add the italicized provision to the end of subsection (d) thereof and to add the italicized provision to the end of subsection (g) to read as follows:

2.30 Earnings.

(a) “Earnings” for a Regular Employee means his or her regular weekly rate of pay, as adjusted in accordance with the following provisions. “Earnings” for a Regular Employee

EXECUTION VERSION

will not include any shift differential, cost of living adjustments, bonus, overtime, personal leave cashouts, severance or termination pay, lump sum amounts (as defined in Subsection 2.30(e) below), or retroactive pay adjustments, except as provided by a collective bargaining agreement. Notwithstanding the preceding, “Earnings” shall include back pay with an effective date of February 5, 2007 awarded to a Regular Employee of BEA that is paid on or after June 1, 2007 and before October 1, 2007.

(b) “Earnings” for a Special Employee means his or her actual weekly rate of pay reportable in Box 1 of the Special Employee’s Form W-2, as adjusted in accordance with the following provisions of this Section, but will not include any severance pay, termination pay or lump sum payments.

(c) In all cases “Earnings” will be computed before deductions authorized by the Employee or required by law to be withheld from the Employees of a Company. However, “Earnings” will not include contributions or payments by any Company for or on account of the Employee under the Plan or any other employee benefit plan, other than elective deferrals as defined in Code Section 402(g)(3) and any other elective salary reductions that are not includible in the gross income of the Employee under Code Section 125, 457, or, effective for Plan Years beginning on and after October 1, 2001, 132(f)(4).

(d) “Earnings” of any Employee taken into account for Plan purposes for any Plan Year will not exceed the annual Earnings limit in effect under Code Section 401(a)(17)(A) on the January 1 coinciding with or immediately preceding the first day of such Plan Year, as that amount is adjusted in accordance with Code Section 401(a)(17)(B). If Earnings for a period of less than twelve (12) months is used for any Plan Year, then the otherwise applicable annual Earnings limit provided under this Subsection is reduced in the same proportion as the reduction in the twelve (12) month period; provided, however, proration will not be required solely because Earnings taken into account under Articles 4 and 5 are based on Earnings for the portion of the year in which the Employee is a Participant.

Notwithstanding the foregoing, effective for Plan Years beginning on or after October 1, 2017, Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions may be made with respect to Earnings which exceed the Code Section 401(a)(17) Plan Year compensation limitation, provided that: (i) Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions satisfy the Code Section 402(g) deferral limitation and the Code Section 414(v) catch-up contribution limitation, and (ii) that all contributions made by or on behalf of the Participant satisfy the Code Section 415(c) limitation and other applicable Plan and Code limitations. Pursuant to this provision, a Participant may defer a percentage of annual compensation in excess of the Code Section 401(a)(17) annual limitation, and continue to receive Company Matching Contributions for any deferral based on compensation in excess of the Code Section 401(a)(17) limitation, provided that the annual limits on Company Matching Contributions as set forth in Section 5.01 and Code Section 401(m) are not exceeded.

(e) The reference to “lump sum amounts” refers to a payment made to a Participant that is attributable to paid time off and any special payment made to a Participant in connection with a reduction in force.

EXECUTION VERSION

(f) For payroll periods with a pay date before October 12, 2001, references to a “weekly rate of pay” are replaced by references to “monthly or bi-weekly rate of pay.”

(g) Earnings shall include any “differential wage payment” as defined in Code Section 3401(h)(2) paid to a Participant on or after January 1, 2009 during military service. *Effective as of January 1, 2018, any Participant contributions or Company contributions made to the Plan by the Participant or Company during a period of qualified military service as defined in Code Section 414(u)(5), shall be based on the differential wage payments to the Participant and not the amount of Earnings that would be paid if the Participant was not on a qualified military service leave, pursuant to Code Section 414(u)(12). Any Participant and Company contributions made to the Plan during the period of qualified military service shall be taken into account to determine the amount of contributions that may be due, in accordance with Code Section 414(u)(2) and under Section 3.04.*

2.

Section 3.04 (concerning Reemployment following Qualified Military Service) is amended by restating such section to add the italicized provision to the end of such section to read as follows:

Section 3.04 Reemployment following Qualified Military Service.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). *Any Participant and Company contributions made to the Plan during the period of qualified military service shall be taken into account to determine the amount of contributions that may be due under this Section 3.04.*

3.

Section 5.01 concerning Company Matching Contributions is amended by the addition of the following subsection (f) to clarify that the maximum amount of such contributions is determined on a Plan Year basis:

(f) For purposes of determining the maximum amount of Company Matching Contributions under this Section 5.01 for any Plan Year, such limitation shall be determined on the basis of the Plan Year, using the limitation on Compensation and Earnings in effect as of the first day of such Plan Year throughout the Plan Year.

4.

Section 5.05 concerning Company Profit Sharing Contributions is amended by the addition of the following subsection (e) to clarify that the maximum amount of such contributions is determined on a Plan Year basis:

(e) For purposes of determining the maximum amount of Company Profit Sharing Contributions under this Section 5.05 for any Plan Year, such limitation shall be determined on the basis of the Plan Year, using the limitation on Compensation and Earnings in effect as of the first day of such Plan Year throughout the Plan Year.

5.

Except as herein amended, the provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, each Plan Sponsor has caused this Amendment to be executed by its duly authorized officer this 29 day of January, 2018.

FLUOR IDAHO, LLC

By: Frederick P. Hughes
Name: FREDERICK P. HUGHES
Title: PRESIDENT / PROGRAM MGR

BATTELLE ENERGY ALLIANCE, LLC

By: Mark T. Peters
Name: Mark T. Peters
Title: President